

**COUNTY COUNCIL**  
**OF**  
**TALBOT COUNTY, MARYLAND**

2020 Legislative Session, Legislative Day No.: April 28, 2020

Resolution No.: 284

Introduced by: Mr. Callahan, Mr. Divilio, Mr. Leshner, Mr. Pack, Ms. Price

**A RESOLUTION TO APPROVE EXECUTION OF AN OPTION TO LEASE AS WELL AS THE TERMS OF A LONG-TERM LEASE OF CERTAIN UNIMPROVED LAND LOCATED ADJACENT TO THE EXISTING CELLULAR TOWER ON CORKRAN ROAD AT THE EASTON AIRPORT TO NEW CINGULAR WIRELESS PCS, LLC; THE LAND TO BE LEASED CONSISTING OF FOUR HUNDRED FOURTEEN (414) SQUARE FEET; THE TERM OF THE OPTION BEING ONE-YEAR IN EXCHANGE FOR THE NON-REFUNDABLE SUM OF ONE THOUSAND DOLLARS (\$1,000.00); AND, THE TERM OF THE LEASE BEING FIVE (5) YEARS WITH RENT OF ONE THOUSAND DOLLARS (\$1,000.00) PER MONTH, SUBJECT TO A THREE PERCENT (3%) ANNUAL ESCALATOR, AND THE RIGHT TO RENEW SAID LEASE FOR FIVE (5) SUCCESSIVE RENEWAL TERMS OF FIVE (5) YEARS EACH**

By the Council, April 28, 2020

Introduced, read the first time, and ordered posted, with Public Hearing scheduled on Tuesday, May 26, 2020 at 6:30 p.m. in the Wye Oak Room, Talbot County Community Center, 10028 Ocean Gateway, Easton, Maryland 21601.

By order: \_\_\_\_\_



**A RESOLUTION TO APPROVE EXECUTION OF AN OPTION TO LEASE AS WELL A RESOLUTION TO APPROVE EXECUTION OF AN OPTION TO LEASE AS WELL AS THE TERMS OF A LONG-TERM LEASE OF CERTAIN UNIMPROVED LAND LOCATED ADJACENT TO THE EXISTING CELLULAR TOWER ON CORKRAN ROAD AT THE EASTON AIRPORT TO NEW CINGULAR WIRELESS PCS, LLC; THE LAND TO BE LEASED CONSISTING OF FOUR HUNDRED FOURTEEN (414) SQUARE FEET; THE TERM OF THE OPTION BEING ONE-YEAR IN EXCHANGE FOR THE NON-REFUNDABLE SUM OF ONE THOUSAND DOLLARS (\$1,000.00); AND, THE TERM OF THE LEASE BEING FIVE (5) YEARS WITH RENT OF ONE THOUSAND DOLLARS (\$1,000.00) PER MONTH, SUBJECT TO A THREE PERCENT (3%) ANNUAL ESCALATOR, AND THE RIGHT TO RENEW SAID LEASE FOR FIVE (5) SUCCESSIVE RENEWAL TERMS OF FIVE (5) YEARS EACH**

**WHEREAS**, Local Government Article § 10-312 requires a public hearing to provide the public an opportunity to comment upon proposed leases of real property owned by Talbot County; and,

**WHEREAS**, Talbot County has properly advertised the proposed transactions for a public hearing to receive public comment.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Council of Talbot County, Maryland that:

1. The terms of the Site Lease Agreement (attached hereto as Exhibit “A” and incorporated by reference herein) shall be and are hereby APPROVED.
2. The County Manager is hereby authorized and directed to execute the Site Lease Agreement on behalf of Talbot County, Maryland.
3. This Resolution shall become effective immediately upon adoption.

## SITE LEASE AGREEMENT

This **SITE LEASE AGREEMENT** (this "**Agreement**") is effective the date of the last signature on this Agreement (the "**Effective Date**") by and between **TALBOT COUNTY, MARYLAND**, a political subdivision of the State of Maryland ("**Landlord**") and **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware Limited Liability Company with its principal office at 1025 Lenox Park Blvd NE, Third Floor, Atlanta, GA 30319 ("**Tenant**").

Landlord and Tenant agree to the following:

**1. Property Description.** Landlord is the owner of the real property located at 29137 Newman Road, Easton, Maryland 21601, further described as Tax Map 25, Grid 17, Parcel 104, being further described on **Exhibit A** (the "**Property**"). The Property includes the premises to be leased, which is comprised of approximately 414 square feet described, *inter alia*, as "PROPOSED AT&T 18'-0" X 23'-0" EQUIPMENT LEASE AREA (APPROX. 414 SQ. FT. TOTAL) (SEE SHEET LE-2 FOR ADDITIONAL INFO)" on a site plan titled "SAINT AUBINS HEIGHTS FA #10138165 28986 CORKRAN ROAD, EASTON, MD 21601 TALBOT COUNTY" attached hereto as **Exhibit B**, together with the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day over or along a thirty foot (30') wide right-of-way extending from the nearest public right-of-way, Corkran Road, and for the installation and maintenance of utility wires, poles, cables, conduits and pipes as further described herein (the "**Premises**").

**2. Option.**

(a) Landlord grants to Tenant an option (the "**Option**") to lease the premises in accordance with the terms of this Agreement.

(b) During the Option Term, and during the Term, and provided Tenant's activities do not materially and adversely interfere with Easton Airport operations or other Easton Airport tenants' lawful use of their premises, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Governmental Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. During the Option Term, Tenant agrees to maintain insurance and indemnify Landlord to the same extent as set forth in Paragraph 15, below.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of One Thousand Dollars (\$1,000.00) within thirty (30) business days after the Effective Date. The Option may be exercised during an initial term of one (1) year commencing on the Effective Date (the "**Initial Option Term**") which term may be renewed by Tenant for an additional one (1) year (the "**Renewal Option Term**") upon written

notification to Landlord and the payment of an additional One Thousand Dollars (\$1,000.00) no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the “**Option Term.**”

(d) The Option may be sold, assigned or transferred at any time by Tenant in accordance with Section 19.

(e) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option, then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, then this Agreement will terminate, and the parties will have no further liability to each other.

3. **Notice and Public Comment.** Tenant acknowledges and agrees that Landlord must comply with the notice and comment requirements set forth in Local Government Article (“LG”) § 10-312, Md. Code Ann., prior to disposition of the Premises to Tenant under the terms and conditions of the Agreement. Tenant further acknowledges and agrees that this Agreement is expressly conditioned upon compliance with LG § 10-312 and that Landlord reserves the right to terminate this Agreement if after receiving public comment, Landlord determines that such disposition is not in the public interest, provided such determination is made within 90 days after the last required notice is published and Tenant has no further liability.

4. **Landlord Cooperation.** During the Term (as defined below), Landlord shall cooperate with Tenant’s due diligence activities, which shall include, but not be limited to, access to the Property for inspections, testing, permitting related to the Permitted Uses (as defined below). Landlord authorizes Tenant to file, submit and obtain all zoning, land use and other applications for Governmental Approvals required for the Permitted Uses from all applicable governmental and quasi-governmental entities. Landlord’s cooperation shall include the prompt execution and delivery of any documents necessary to obtain and maintain Governmental Approvals or utility services. Additionally, Landlord shall not take any actions which are in conflict with or interfere with Tenant’s Governmental Approvals.

5. **Antenna Facilities and Permitted Uses.** Tenant leases the Premises for its equipment, personal property and improvements associated with Tenant’s wireless communications business (the “**Antenna Facilities**”). The Premises may be used for the construction, installation, operation, maintenance, repair, addition, upgrading, removal or replacement of any and all Antenna Facilities (the “**Permitted Uses**”) for no fee or additional consideration. The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant, at its expense, may use any and all reasonable means as Tenant deems necessary to control, secure or restrict access to the Antenna Facilities. If necessary to maintain service, Tenant shall have the right to seek Landlord’s approval to locate a cell-on-wheels, or other temporary antenna facility on the Property, which approval shall not be unreasonably withheld. Landlord shall cooperate with the placement of any duly approved temporary facility at a mutually acceptable location.

## 6. **Lease Term.**

a) The Initial Term of the Lease shall be five (5) years commencing on the date that Tenant exercises the Option (the “**Commencement Date**”), and ending at 11:59 p.m. on the day immediately preceding the fifth (5<sup>th</sup>) anniversary of the Commencement Date (the “**Initial Term**”). The Initial Term, together with any Renewal Terms are referred to collectively as the “**Term.**”

b) The Initial Term shall automatically renew for five (5) successive renewal terms of five (5) years each (each a "**Renewal Term**"), provided, however, that Tenant may elect not to renew by providing written notice prior to the expiration of the then current Term.

c) Upon the expiration of the final Renewal Term, Tenant shall have the right to continue to occupy the Premises and the Term shall automatically extend for successive one (1) year periods (each, an "Extended Period"). Landlord may terminate the renewal of any Extended Period by delivery of notice at least six (6) months prior to the end of the then current Extended Period. Tenant may terminate any Extended Period at any time by delivery of notice to Landlord.

## 7. **Rent/Other Charges.**

a) Upon the Commencement Date, Tenant shall pay Landlord rent in the amount of One Thousand Dollars (\$1,000.00) per month (the "**Rent**"). Tenant shall deliver Rent to Landlord at the address specified in Section 15, or by electronic payment. The first Rent payment shall be due within forty-five (45) days after the Commencement Date. Subsequent Rent shall be payable by the fifth day of each month.

b) The Rent shall be increased annually by three percent (3%) on July 1<sup>st</sup> of each year during the Term and any Renewal Terms. The Rent shall continue to be paid on a monthly basis.

c) Rent for any partial month shall be prorated on a per day basis, based on the number of days in the month in question. Landlord shall cooperate with Tenant regarding the use of any electronic rent payment systems or the provision of any associated documentation. Tenant may condition payment of Rent and any other sums payable under this Agreement upon Tenant's receipt of a duly completed IRS form W-9, or similar governmental form.

8. **Interference.** Tenant agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to (a) any equipment of Landlord, whenever it may be placed upon the Property, provided that such equipment is in compliance with Federal Communications Commission non-interference rules and used in accordance with the manufacturer's specifications, or (b) any equipment of any other tenants of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. If Landlord provides Tenant with written notice of such interference believed to be caused by Tenant's equipment or Tenant's operations at the Premises, Tenant shall take immediate steps to investigate such claim. If a qualified radio frequency engineer of Landlord, or other suitable technician approved Landlord and Tenant, determines or confirms that either Tenant's equipment or Tenant's operations at the Premises is causing the interference, Tenant shall promptly eliminate such interference within fifteen (15) days after such determination or suspend its operations, or use of the equipment, causing the interference at the Premises (except for intermittent testing at times reasonably acceptable to Landlord to determine compliance with this provision) until the interference is corrected. Landlord agrees that any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of Tenant. The parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

**9. Utility Services.**

a) Tenant shall have the right to connect to, maintain, repair, upgrade, remove or replace existing utility related equipment and shall have the right to install new utility related equipment to service its Antenna Facilities, or cell-on-wheels on, or serving the Property (collectively, the "**Utility Facilities**").

b) Tenant shall be responsible for all utilities charges for electricity, or any other utility service used by Tenant on the Premises. Tenant may install separate meters for Tenant's utility usage.

**10. Access.**

a) Landlord shall furnish, at no additional charge to Tenant, unimpeded access to the Premises on a 24-hours-a-day, 7-days-a-week basis to Tenant and Tenant's employees, agents, contractors and other designees.

b) Landlord grants Tenant, at no additional Rent or charge, the non-exclusive right on, over, under and across the Property from the nearest public right-of-way, Corkran Road, for ingress, egress, communications, power and other utilities, construction, demolition and access to the Premises and any Utility Facilities.

**11. Termination.** Tenant may terminate this Agreement without further liability, upon thirty (30) days prior written notice to Landlord, for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Tenant's ability to operate; (ii) a Federal Communications Commission ("**FCC**") ruling or regulation that is beyond the control of Tenant; (iii) technical or economic reasons including without limitation termination of Tenant's Tower Space License at the Property; or (iv) if Tenant is unable to obtain any Governmental Approval required for the construction or operation of Tenant's Antenna Facilities. Upon ninety (90) days prior written notice to Landlord, Tenant may terminate this Agreement for any or no reason.

**12. Casualty and Condemnation.** In the event of damage by fire or other casualty to the Premises or Antenna Facilities that cannot reasonably be expected to be repaired within 45 days following same, or if the damage is such that it may reasonably be expected to disrupt Tenant's operations at the Premises for more than 45 days, then, if such fire or other casualty was not caused by Tenant, Tenant may terminate this Agreement upon 15 days prior written notice to Landlord. Notwithstanding the foregoing, provided the Tenant did not cause the fire or other casualty, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which Tenant's use of the Premises is impaired. If the Premises or Antenna Facilities, or any portion thereof, are taken or condemned by power of eminent domain or other governmental taking, then, Tenant shall have option of terminating this Agreement or continuing, to the extent possible, in which event rent shall abate in proportion to the degree to which Tenant's use of the Premises and/or Antenna Facilities is impaired. Tenant may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and damages (but not for loss of its leasehold interest).

**13. Default and Right to Cure.** A party shall be deemed in default under this Agreement if it fails to make any payment, or to perform any obligation required of it within any applicable time period specified and does not commence curing such breach within thirty (30) days after receipt of written notice of such breach from the non-defaulting party ("**Default**"). This Agreement, or Tenant's rights of possession shall not be terminated due to any Tenant Default unless: (a) the Default is material; and, (b) Landlord shall have given Tenant not less than thirty (30) days prior written notice, after the expiration of the cure period described above, and Tenant fails to cure or commence the cure of such Default within the second thirty (30) day notice period.

**14. Taxes.** Tenant shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property as a result of Tenant's use of the Premises and/or the installation, maintenance, and operation of the Tenant's improvements, and any sales tax imposed on the Rent (except to the extent Tenant is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which Landlord demonstrates arises from Tenant's improvements and/or use of the Premises. Notwithstanding the foregoing, Tenant shall not have the obligation to pay any tax, assessment, or charge that Tenant is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Tenant shall have the right, at its sole option, cost, and expense, to appeal, challenge or seek a modification of any tax assessment or billing for which Tenant is wholly or partly responsible for payment. In the event that as a result of any appeal or challenge by Tenant, there is a reduction, credit or repayment received by the Landlord for any taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of said reduction, credit or repayment. Landlord (solely in its capacity as the fee simple owner of the Property, and not in any way in its capacity as a governmental authority, as determined in Landlord's sole reasonable discretion) agrees to reasonably cooperate with Tenant, at Tenant's sole cost and expense, to ensure Tenant can file and prosecute any such appeal, challenge or sought modification.

**15. Insurance and Subrogation and Indemnification.**

a) During the Term and any Renewal Terms, Tenant shall maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master insurance policy such party may maintain. Tenant and Landlord shall each maintain "all risk" or "special causes of loss" property insurance on a replacement cost basis for their respectively owned real or personal property.

b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of an insured loss, neither party's insurance company shall have a subrogated claim against the other party.

c) Subject to the provisions and limitations of the Maryland Tort Claims Act and without sovereign immunity and subject to property insurance waivers set forth in the preceding subsection (b), Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liabilities, including reasonable attorneys' fees, to the extent caused by or arising out of: (i) any negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, (ii) any spill or other release of any Hazardous Substances (as defined below) on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party. The indemnifying party's obligations under this subsection are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

d) The provisions of subsections (b) and (c) above shall survive the expiration or termination of this Agreement.

**16. Notices.** All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Landlord or

Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

**If to Tenant, to:**

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Admin.  
Re: Cell Site# MDL04088  
Cell Site Name: Saint Aubins Height  
Fixed Asset #10138165  
1025 Lenox Park Blvd NE, Third Floor  
Atlanta, GA 30319

**With a copy to:**

New Cingular Wireless PCS, LLC  
Attn.: Legal Dept – Network Operations  
Re: Cell Site# MDL04088  
Cell Site Name: Saint Aubins Height  
Fixed Asset #10138165  
208 S. Akard Street  
Dallas, TX 75202-4206

**If to Landlord, to:**

Easton Airport  
Airport Manager Mr. Micah Risher  
29137 Newman Road, Unit One  
Easton, MD 21601

**With Copy To:**

Talbot County Office of Law  
11 N. Washington St.  
Easton, MD 21601

**17. Quiet Enjoyment, Title and Authority.** Landlord covenants and warrants that: (a) Landlord has full right, power and authority to execute and perform this Agreement and to grant Tenant the leasehold interest contemplated under this Agreement; (b) Landlord has good and unencumbered title to the Property, free and clear of any liens or Mortgages (defined below), which shall interfere with Tenant's Lease or any rights to or use of the Premises; (c) the execution and performance of this Agreement shall not violate any laws, ordinances, covenants, or the provisions of any Mortgage, lease, or other agreement binding on Landlord; and, (d) Tenant's use and quiet enjoyment of the Premises shall not be disturbed; and (e) Landlord shall be responsible, at its sole cost and expense, for maintaining all portions of the Property in good order and condition and in compliance with all applicable laws, including without limitation, the roof, any support structure owned by Landlord, HVAC, plumbing, elevators, landscaping and common areas.

**18. Environmental Laws.** Landlord and Tenant shall comply with all federal, state and local laws in connection with any substances brought onto the Property that are identified by any law, ordinance or regulation as hazardous, toxic or dangerous (collectively, the "**Hazardous Substances**"). Tenant agrees to be responsible for all losses or damage caused by any Hazardous Substances that it may bring onto the Property and will indemnify Landlord for all such losses or damages. Landlord agrees to be responsible for all losses or damage caused by any Hazardous Substances on or entering the Property, except those brought onto the Property by Tenant, and will indemnify Tenant for all such losses or damages including the cost of any investigation or remediation, or other actions required to comply with applicable law .

**19. Assignment.**

a) Tenant shall have the right to assign, sublease or otherwise transfer this Agreement, upon written notice to Landlord, to any person or business entity which: (i) is a parent, subsidiary, or affiliate of Tenant or Tenant's parent; (ii) is merged or consolidated with Tenant; and/or (iii) acquires more than fifty percent (50%) of either an ownership interest in Tenant or the assets of Tenant in the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC) in which the Property is located. All other assignments,

subleases or other transfers require approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall be relieved of all liabilities and obligations and Landlord shall look solely to the transferee for performance under this Agreement, provided that Tenant is not in default and transferee, on behalf of itself and its heirs, successors and assigns, agrees to be bound by all provisions of this Agreement. Upon receipt of a written request from Tenant, Landlord shall promptly execute an estoppel certificate.

b) Landlord shall have the right to assign and transfer this Agreement only to a successor owner of the Property. Only upon Tenant's receipt of written verification of a sale, or transfer of the Property shall Landlord be relieved of all liabilities and obligations and Tenant shall look solely to the new owner/landlord for performance under this Agreement. Landlord shall not attempt to assign, or otherwise transfer this Agreement separate from a transfer of ownership of the Property (the "**Severance Transaction**"), without the prior written consent of Tenant, which consent may be withheld or conditioned in Tenant's sole discretion. If Tenant consents to a Severance Transaction, Landlord and its successors and assigns shall remain jointly and severally responsible for the performance of all duties and obligations of the Landlord under this Agreement.

**20. Relocation.** Landlord must provide Tenant at least three (3) months advanced written notice of any repairs, maintenance or other work (the "**Work**") during the Term of the Lease which would require the relocation of the Antenna Facilities. Landlord agrees that the Work will not interfere with or alter the quality of the services provided by the Antenna Facilities. Landlord will reimburse Tenant for all expenses incurred by Tenant required to accommodate the Work.

**21. Marking and Lighting Requirements.** If any tower or other support structure for Tenant's Antenna Facilities is owned by Landlord, Landlord acknowledges that Landlord shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration and the FCC. Landlord shall indemnify and hold Tenant harmless from any fines or other liabilities caused by Landlord's failure to comply with these requirements.

**22. Funding Assurances.** Subject to Tenant's rights regarding relocation set forth above, Tenant agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between the County and the United States, the Federal Aviation Administration, the State of Maryland, or the Maryland Aviation Administration concerning development, maintenance, or operation of the Airport, execution of which may be required to obtain or continue federal or State funding to or for the Airport.

**23. Miscellaneous.**

a) The prevailing party in any litigation or other legal proceedings arising under this Agreement (including any appeals and any insolvency actions) shall be entitled to reimbursement from the non-prevailing party for reasonable attorneys' fees and expenses .

b) This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and Property. Any amendments to this Agreement must be in writing and executed by both parties.

c) At Landlord's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by Landlord which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to Tenant being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, Landlord shall obtain for Tenant's benefit a non-disturbance and attornment agreement on the form attached hereto as

**Exhibit C**, which shall recognize Tenant's right to remain in occupancy of and have access to the Premises as long as Tenant is not in default of this Agreement beyond applicable notice and cure periods.

d) This Agreement shall be construed in accordance with the laws of the state or territory in which the Property is located, without regard to the principles of conflicts of law.

e) If any term of this Agreement is found to be void or invalid, the remaining terms of this Agreement shall continue in full force and effect. Any questions of particular interpretation shall be interpreted as to their fair meaning.

f) Each party hereby represents and warrants to the other that this Agreement has been duly authorized, executed and delivered by it, and that no consent or approval is required by any lender or other person or entity in connection with the execution or performance of this Agreement.

g) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent.

h) This Agreement shall extend to and bind the heirs, successors and assigns of the Parties hereto.

i) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Agreement shall legally bind the Parties to the same extent as original documents.

j) Except for indemnification as provided in this Agreement, neither Party shall be liable to the other, or any other of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

k) Tenant shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its improvements, antenna structure(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. Landlord agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of Tenant shall remain the personal property of Tenant and Tenant shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes Tenant to remain on the Premises after termination of this Agreement, Tenant shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

l) Landlord agrees to execute a Memorandum of Lease, in the form attached hereto as **Exhibit D**, which Tenant may record in the appropriate land records at Tenant's sole cost and expense. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereunto have set their hands and affixed their respective seals the day and year written below.

**LANDLORD:** Talbot County Maryland

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Personally appeared before me, a Notary Public, in and for said county and state, on this \_\_\_\_ day of \_\_\_\_, 20\_\_, the within named \_\_\_\_\_, known to me, or satisfactorily proven, to be the person whose name is subscribed to the within instrument and who acknowledges that he/she/they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**TENANT:** New Cingular Wireless PCS, LLC

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_, who acknowledged himself/herself/themselves to be the \_\_\_\_\_ of New Cingular Wireless PCS, LLC, a Delaware limited liability company, and that he/she/they, as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself/herself/themselves as \_\_\_\_\_.

In witness whereof I hereunto set my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**Legal Description**

**The Property is legally described as follows:**

See Exhibit A-1 attached (metes and bounds description of Airport property as described in Liber 743,  
Folio 688-702 of the Land Records of Talbot County, Maryland).



EXHIBIT "A"  
TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANTOR  
AND TALBOT COUNTY, MARYLAND AS GRANTEE

forty-seven degrees, thirty-six minutes, twenty seconds West, one hundred fifty feet

( 3 ) S 47 36 20 W 150.00 ft.

to a concrete monument found; (4) parallel to and two hundred fifty (250) feet northeastwardly, at right angles, from the projected center line of Runway 15-33, South forty-two degrees, twenty-three minutes, forty seconds East, one hundred fifty feet

( 4 ) S 42 23 40 E 150.00 ft.

(5) with the northeasterly line of the Clear Zone for Runway 33, South forty-eight degrees, six minutes, eighteen seconds East, seven hundred sixty-three and seventy-one one hundredths feet

( 5 ) S 48 06 18 E 763.71 ft.

to the westerly side line of Centreville Road (50 feet wide) and a concrete monument found; Thence with the westerly side line of Centreville Road, the following five courses: (6) South eleven degrees, thirty-six minutes, two seconds West, twelve and eighty-two one hundredths feet

( 6 ) S 11 36 02 W 12.82 ft.

to an iron rod found; (7) South fourteen degrees, thirty-four minutes, one second West, one hundred forty-seven and sixty-six one hundredths feet

( 7 ) S 14 34 01 W 147.66 ft.

(8) South twenty-two degrees, forty-five minutes, forty-eight seconds West, one hundred three and thirty-six one hundredths feet

LIBERO 743 FOLIO 689

EXHIBIT "A"  
TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANTOR  
AND TALBOT COUNTY, MARYLAND AS GRANTEE

( 8 ) S 22 45 48 W 103.36 ft.

(9) South twenty-three degrees, ten minutes, twenty-three seconds  
West, four hundred eighteen and forty-nine one hundredths feet

( 9 ) S 23 10 23 W 418.49 ft.

(10) South twenty-five degrees, ten minutes, thirty-four seconds  
West, two hundred thirty-four and fifty-six one hundredths feet

( 10 ) S 25 10 34 W 234.56 ft.

to a concrete monument found at the most easterly corner of the  
Airport Industrial Park; Thence: (11) with the northerly line of the  
Airport Industrial Park, parallel to and five hundred (500) feet  
southwestwardly, at right angles, from the projected center line of  
Runway 15-33, North forty-two degrees, twenty-three minutes, forty  
seconds West, three hundred sixty-two and ninety-four one hundredths  
feet

( 11 ) N 42 23 40 W 362.94 ft.

to a concrete monument found; Thence: (12) with the hereby  
established new boundary line of the Airport Industrial Park, along  
a projection of the southeasterly side line of Glebe Park Drive (60  
feet wide), North thirty-nine degrees, fifty-three minutes, fifty-  
six seconds East, one hundred and ninety-one one hundredths feet

( 12 ) N 39 53 56 E 100.91 ft.

to a concrete monument set; Thence: (13) continuing with the newly  
established Airport Industrial Park boundary, parallel to and four  
hundred (400) feet southwestwardly, at right angles, from the  
projected center line of Runway 15-33, North forty-two degrees,

TALBOT COUNTY CIRCUIT COURT Case No. 2003-0003 Printed 02/13/2020

LN0743-110680

EXHIBIT "A"  
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twenty-three minutes, forty seconds West, seven hundred seventy-nine  
and thirty-seven one hundredth feet

( 13 ) N 42 23 40 W 779.37 ft.

to a concrete monument set; Thence: (14) with the westerly line of  
the Airport Industrial Park, parallel to and seven hundred fifty  
(750) feet southeastwardly, at right angles, from the center line of  
Runway 4-22 and the projection thereof, South thirty degrees,  
thirty-one minutes, forty seconds West, three thousand, two hundred  
ninety-five and nine one hundredths feet

( 14 ) S 30 31 40 W 3295.09 ft.

to a concrete monument found on the northerly line of land belonging  
to Black and Decker Inc; Thence: (15) with the northerly line of  
Black and Decker, North fifty-nine degrees, thirty-one minutes,  
twenty-seven seconds West, one thousand, four hundred ninety-eight  
and one one hundredths feet

( 15 ) N 59 31 27 W 1498.01 ft.

to a marble monument found; Thence: (16) with the line of the  
herein described parcel of land, North thirty degrees, twenty-nine  
minutes, five seconds East, one thousand, six hundred one and  
ninety-four one hundredths feet

( 16 ) N 30 29 05 E 1601.94 ft.

to a marble monument found at a corner of "Mistletoe Hall"; Thence:  
(17) with the easterly boundary of "Mistletoe Hall", North thirty  
degrees, thirty minutes, fifty-two seconds East, one thousand, seven  
hundred forty-six and seventy-five one hundredths feet

( 17 ) N 30 30 52 E 1746.75 ft.

**LIBER 0743 FOLIO 691**

EXHIBIT "A"  
 TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANTOR  
 AND TALBOT COUNTY, MARYLAND AS GRANTEE

to a marble monument found; Thence: (18) crossing "Mistletoe Hall", with the hereby established new boundary line of the Easton Municipal Airport, North thirty-nine degrees, forty minutes, twenty-one seconds West, eight hundred fifty-one and ninety-six one hundredths feet

( 18 ) N 39 40 21 W 851.96 ft.

to a concrete monument set at the intersection of the most northerly line of "Mistletoe Hall" with a line parallel to and seven hundred fifty (750) feet southwestwardly, at right angles, from the center line of Runway 15-33; Thence: (19) with the northerly line of "Mistletoe Hall", North seventy-five degrees, twenty-seven minutes, twenty-four seconds West, six hundred sixty-five and sixty-five one hundredths feet

( 19 ) N 75 27 24 W 665.65 ft.

to a concrete monument found; Thence: (20) North seventy-five degrees, nine minutes, two seconds West, one thousand, one hundred sixty-seven and forty-eight one hundredths feet

( 20 ) N 75 09 02 W 1167.48 ft.

to a concrete monument found on the easterly side line of Goldsborough Neck Road; Thence with the easterly side line of Goldsborough Neck Road, the following three courses: (21) North two degrees, forty-three minutes, two seconds East, four hundred eight and seventy-four one hundredths feet

( 21 ) N 2 43 02 E 408.74 ft.

to a concrete monument set; (22) North seven degrees, twenty-one minutes, fifty-two seconds East, one thousand, one hundred ninety-six and twenty-eight one hundredths feet

LIBERO 743 FOLD 692

EXHIBIT "A"  
TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANTOR  
AND TALBOT COUNTY, MARYLAND AS GRANTEE

Page 0

( 22 ) N 7 21 52 E 1196.28 ft.

to another concrete monument set; (23) North two degrees, fifty-seven minutes, twenty-three seconds West, one hundred forty-nine and thirty-four one hundredths feet

( 23 ) N 2 57 23 W 149.34 ft.

to a P.K. Tack set in the pavement at the southeasterly corner of the intersection of Goldsborough Neck Road and Black Dog Alley, recently renamed Airport Road; Thence: (24) with the southerly side line of Airport Road (40 feet wide), North seventy-seven degrees, ten minutes, eleven seconds East, five thousand, forty-seven and seventy-nine one hundredths feet

( 24 ) N 77 10 11 E 5047.79 ft.

to a concrete monument set at the beginning of the approach to Centreville Road, said approach being shown upon State Highway Administration Plat No. 45540; Thence with said approach, the following three courses: (25) South twelve degrees, forty-one minutes, seventeen seconds East, ten feet

( 25 ) S 12 41 17 E 10.00 ft.

to a concrete monument set; (26) North eighty-one degrees, thirty minutes, twenty-two seconds East, three hundred and eighty-one one hundredths feet

( 26 ) N 81 30 22 E 300.81 ft.

to a concrete monument set; (27) South forty-two degrees, three minutes, forty-six seconds East, one hundred two and eighty-one one hundredths feet

LIBER0743 FOLIO693

EXHIBIT "A"  
TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANTOR  
AND TALBOT COUNTY, MARYLAND AS GRANTEE

( 27 ) S 42 03 46 E 102.81 ft.

to a concrete monument set; Thence with the westerly side line of Centreville Road, as shown upon State Highway Administration Plat Nos. 45540 and 45541, the following three courses: (28) parallel to and forty-five (45) feet westwardly, at right angles, from the center line, South no degrees, sixteen minutes, forty-five seconds West, one thousand, one hundred one and forty-two one hundredths feet

( 28 ) S 0 16 45 W 1101.42 ft.

to a concrete monument set; (29) South one degree, six minutes, sixteen seconds West, three hundred forty-seven and thirteen one hundredths feet

( 29 ) S 1 06 16 W 347.13 ft.

to a concrete monument set at a distance of fifty (50) feet, measured westwardly, at right angles, from the before mentioned center line; (30) South no degrees, fifty minutes, fifty seconds East, one hundred forty-three and fifty one hundredths feet

( 30 ) S 0 50 50 E 143.50 ft

to the place of beginning containing four hundred ninety-eight and two hundred seventy-four one thousandths (498.274) acres of land.

TALBOT COUNTY, MARYLAND DEPARTMENT OF LAND RECORDS \MAS 743, p. 0694, MSA\_CE91\_680 Date available 10/20/2003. Printed 02/13/2020

EXHIBIT "A"  
TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANTOR  
AND TALBOT COUNTY, MARYLAND AS GRANTEE

AND a portion of the above-described property is more particularly shown and designated as Parcel "A" on a plat (the "Plat") entitled: "TOWN OF EASTON, MARYLAND PLAT SHOWING EASTON MUNICIPAL AIRPORT", prepared by Brent K. Spicer, dated January, 1991 and recorded among the Plat Records of Talbot County, Maryland at Plat Cabinet 2, folio 4C; and a small triangular portion of the above described property is more particularly shown and designated on the Plat by the number "21".

BEING a portion of the same property conveyed to the Town of Easton and Talbot County, Maryland by the following sixteen (16) Deeds:

1. A Deed dated March 14, 1942 from Mary F. Clough, and recorded among the Land Records of Talbot County, Maryland at Liber 252, folio 254;
2. A Deed dated March 23, 1942 from Clarence Miller and Mary Miller, his wife, and Martha Jenkins and Charles Jenkins, and recorded among the Land Records of Talbot County, Maryland at Liber 252, folio 295;
3. A Deed dated March 24, 1942 from John Blackson and Katie Blackson, his wife, and recorded among the Land Records of Talbot County, Maryland at Liber 252, folio 296;
4. A Deed dated March 30, 1942 from Alexander Dyott and Ola N. Dyott, his wife, and The Farmers and Merchants Bank of Easton, Maryland, and recorded among the Land Records of Talbot County, Maryland at Liber 252, folio 299;
5. A Deed dated March 31, 1942 from Mary Johnson, and recorded among the Land Records of Talbot County, Maryland at Liber 252, folio 298;

LIBERO 743 FOLIO 695

EXHIBIT "A"  
TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANTOR  
AND TALBOT COUNTY, MARYLAND AS GRANTEE

6. A Deed dated April 8, 1942 from Mary Y. Gould, Individually and as Trustee of Charlotte G. Henry, and recorded among the Land Records of Talbot County, Maryland at Liber 252, folio 334;

7. A Deed dated April 9, 1942 from John W. D. Jump and Helen A. Jump, his wife, and recorded among the Land Records of Talbot County, Maryland at Liber 252, folio 337;

8. A Deed dated April 15, 1942 from Mildred S. Stafford and Earle W. Stafford, her husband, and Anna S. Kirk and Herbert P. Kirk, her husband, and recorded among the Land Records of Talbot County, Maryland at Liber 252, folio 377;

9. A Deed dated April 21, 1942 from Allen A. Ringler and Sadie G. Ringler, his wife, and recorded among the Land Records of Talbot County, Maryland at Liber 252, folio 376;

10. A Deed dated May 5, 1942 from Bertha Johnson and Herman Johnson, her husband, Fannie Robinson, Eva Pritchett and Martha Turpin, and recorded among the Land Records of Talbot County, Maryland at Liber 253, folio 145;

11. A Deed dated July 3, 1942 from Charles Colson and Julia Colson, his wife, and recorded among the Land Records of Talbot County, Maryland at Liber 253, folio 163;

12. A Deed dated July 22, 1943 from Alexander Dyott and Ola N. Dyott, his wife, and recorded among the Land Records of Talbot County, Maryland at Liber 255, folio 532;

13. A Deed dated July 22, 1943 from Allen A. Ringler and Sadie G. Ringler, his wife, and recorded among the Land Records of Talbot County, Maryland at Liber 255, folio 541;

EXHIBIT "A"  
TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANTOR  
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14. A Deed dated December 5, 1966 from Jay H. Ringler and Marie K. Ringler, and recorded among the Land Records of Talbot County, Maryland at Liber 416, folio 208;

15. A Deed dated July 15, 1970 from J. Ferdinand Freeland and Minerva A. Greeland, his wife, and Minerva Arthur Wilson Freeland, and recorded among the Land Records of Talbot County, Maryland at Liber 444, folio 635; and

16. A Deed dated June 7, 1974 from J. Davidge Warfield and Henrietta Van Eck Warfield, and recorded among the Land Records of Talbot County, Maryland at Liber 484, folio 604.

AND FURTHER, BEING a portion of the same property conveyed to the Town of Easton by a deed dated June 7, 1974 from Davidge Warfield and Henrietta Van Eck Warfield, and recorded among the Land Records of Talbot County, Maryland at Liber 484, folio 604.

PARCEL "B"

ALL that lot or parcel of land located in Talbot County, Maryland and more particularly described in a Certificate of Survey prepared by Brent K. Spicer, Surveyor, dated January, 1991, as follows:

NOTE: The bearings are computed from the angles which have been observed precisely and are referred to the established runway azimuth of the Easton Municipal Airport

BEGINNING at a concrete monument or marker set on the westerly side line of Centreville Road at a point seven hundred fifty (750) feet, measured at right angles, southeastwardly from the center line of Runway 4-22 of the Easton Municipal Airport. Thence with the

LIBERO 743 FOLIO 697

EXHIBIT "A"  
 TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANTOR  
 AND TALBOT COUNTY, MARYLAND AS GRANTEE

westerly side line of Centreville Road, as shown upon State Highway Administration Plat No. 45541, the following three courses: (1) South no degrees, fifty minutes, fifty seconds East, one hundred ten and eighty-two one hundredths feet

( 1 ) S 0 50 50 E 110.82 ft.

to a concrete monument set forty-five (45) feet westwardly, at right angles to the center line, from the point of curve of said center line; (2) South six degrees, four minutes, twenty-four seconds West, one hundred ninety-one and twenty-five one hundredths feet

( 2 ) S 6 04 24 W 191.25 ft.

to a concrete monument set fifty (50) feet westwardly, measured radially, from the mid-point of the arc of the center line curve; (3) South ten degrees, eleven minutes, fifty-nine seconds West, one hundred ninety-one and eighty-two one hundredths feet

( 3 ) S 10 11 59 W 191.82 ft.

to a concrete monument set forty (40) feet westwardly, at right angles to the center line, from the point of tangent of the center line curve; Thence, continuing with Centreville Road (50 feet wide), the following five courses: (4) South nine degrees, forty-seven minutes, fifty-seven seconds West, one hundred twelve and twenty-three one hundredths feet

( 4 ) S 9 47 57 W 112.23 ft.

to a concrete monument set; (5) South seventeen degrees, fifty-four minutes, thirty-eight seconds West, two hundred fifty-five and thirty-four one hundredths feet

( 5 ) S 17 54 38 W 255.34 ft.

to a concrete monument found; (6) South twenty-two degrees, forty minutes, three seconds West, one hundred fifty-two and forty-three one hundredths feet

( 6 ) S 22 40 03 W 152.43 ft.

to a concrete monument found; (7) South twenty-eight degrees, seventeen minutes, three seconds West, three hundred thirty-three and sixty-nine one hundredths feet

( 7 ) S 28 17 03 W 333.69 ft.

to a concrete monument found; (8) South twenty-two degrees, eleven minutes, forty-three seconds West, three hundred ninety and ninety-two one hundredths feet

( 8 ) S 22 11 43 W 390.92 ft.

to a concrete monument found; Thence: (9) with the northerly line of the Airport Industrial Park (Phase II), North fifty-nine degrees, thirty minutes, thirty-eight seconds West, three hundred eighty-nine and fifty-six one hundredths feet

( 9 ) N 59 30 38 W 389.56 ft.

to an iron rod found; Thence: (10) parallel to and seven hundred fifty (750) feet southeastwardly, at right angles, from the center

**LIBERO 743 FOLIO 699**

EXHIBIT "A"  
TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANTOR  
AND TALBOT COUNTY, MARYLAND AS GRANTEE

line of Runway 4-22, North thirty degrees, thirty-one minutes, forty seconds East, one thousand, six hundred seventy-four and twenty-one one hundredths feet

( 10 ) N 30 31 40 E 1674.21 ft.

to the place of beginning containing ten and twenty-three one thousandths (10.023) acres of land.

AND the above-described property is more particularly shown and designated as Parcel "B" on a plat entitled: "TOWN OF EASTON, MARYLAND PLAT SHOWING EASTON MUNICIPAL AIRPORT", prepared by Brent K. Spicer, dated January, 1991, and recorded among the Plat Records of Talbot County, Maryland at Plat Cabinet 2, folio 4C.

BEING a portion of the same property conveyed to the Town of Easton and Talbot County, Maryland from Mary F. Clough, by a Deed dated March 14, 1942 and recorded among the Land Records of Talbot County, Maryland at Liber 252, folio 254.

PARCEL "C"

ALL that lot or parcel of land located in Talbot County, Maryland and more particularly described in a Certificate of Survey prepared by Brent K. Spicer, Surveyor, dated January, 1991, as follows:

NOTE: The bearings are computed from the angles which have been observed precisely and are referred to the established runway azimuth of the Easton Municipal Airport

BEGINNING at a concrete monument or marker set on the northernly side line of Black Dog Alley, recently renamed Airport Road, said monument being five hundred (500) feet northeastwardly, at right

TALBOT COUNTY CLERK OF COURTS (Land Records) MSA 743, p. 0700, MSA\_CE91\_680 Date available 10/20/2003 Printed 02/13/2020

EXHIBIT "A"  
TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANTOR  
AND TALBOT COUNTY, MARYLAND AS GRANTEE

angles, from the projected center line of Runway 15-33 of the Easton Municipal Airport; Thence: (1) with the northerly side line of Airport Road (40 feet wide), South seventy-seven degrees, ten minutes, eleven seconds West, one thousand, sixty-three and eighty-four one hundredths feet

( 1 ) S 77 10 11 W 1063.84 ft.

to a P.K. Tack set at the northeasterly corner of the intersection of Airport Road and Goldsborough Neck Road; Thence: (2) with the easterly side line of Goldsborough Neck Road, North five degrees, forty-five minutes, forty-six seconds West, eight hundred sixty-three and eighty-eight one hundredths feet

( 2 ) N 5 45 46 W 863.88 ft.

to a concrete monument found at the southwesterly corner of a parcel belonging to the Town of Easton and used for an electric sub-station; Thence: (3) with the southerly line of the sub-station lot and the projection thereof, North eighty-eight degrees, thirteen minutes, twenty-five seconds East, five hundred thirty-nine and ninety-nine one hundredths feet

( 3 ) N 88 13 25 E 539.99 ft.

to a concrete monument set; Thence: (4) parallel to and five hundred (500) feet northeastwardly, at right angles, from the projected center line of Runway 15-33, South forty-two degrees, twenty-three minutes, forty seconds East, eight hundred sixty-six and sixty-two one hundredths feet

( 4 ) S 42 23 40 E 866.62 ft.

to the place of beginning containing fourteen and five hundred forty-six one thousandths (14.546) acres of land.

LIBERO 743 FOLIO 701

EXHIBIT "A"  
TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANTOR  
AND TALBOT COUNTY, MARYLAND AS GRANTEE

AND the above-described property is more particularly shown and designated as Parcel "C" on a plat entitled: "TOWN OF EASTON, MARYLAND PLAT SHOWING EASTON MUNICIPAL AIRPORT", prepared by Brent K. Spicer, dated January, 1991, and recorded among the Plat Records of Talbot County, Maryland at Plat Cabinet 2, folio 4C.

BEING a portion of the same property conveyed to the Town of Easton and Talbot County, Maryland by the following three Deeds:

1. A Deed dated June 30, 1943 from Henry Kellum and Mamie Kellum, his wife, and recorded among the Land Records of Talbot County, Maryland at Liber 255, folio 411;
2. A Deed dated July 13, 1943 from Robert Vinson Tilghman and Martha Tilghman, his wife, and recorded among the Land Records of Talbot County, Maryland at Liber 255, folio 501; and
3. A Deed dated August 9, 1943 from William W. Robinson and Emma E. Robinson, his wife, and recorded among the Land Records of Talbot County, Maryland at Liber 256, folio 25.

TALBOT COUNTY, MARYLAND  
LIBER 743, P. 702, MSA, CES1\_680 Date available 10/20/2003 Printed 02/13/2020

CERTIFICATION IS MADE THAT ALL TAXES  
DUE ON THE PROPERTY INDICATED IN  
THIS DEED HAVE BEEN PAID.  
BLANDA W. ARMISTEAD, FIN. OFFICER (D)

DATE 1/30/93

THIS IS TO CERTIFY THAT THE PROPERTY DESCRIBED  
HEREIN HAS BEEN TRANSFERRED ON THE RECORDS  
RECORDS OF TALBOT COUNTY.

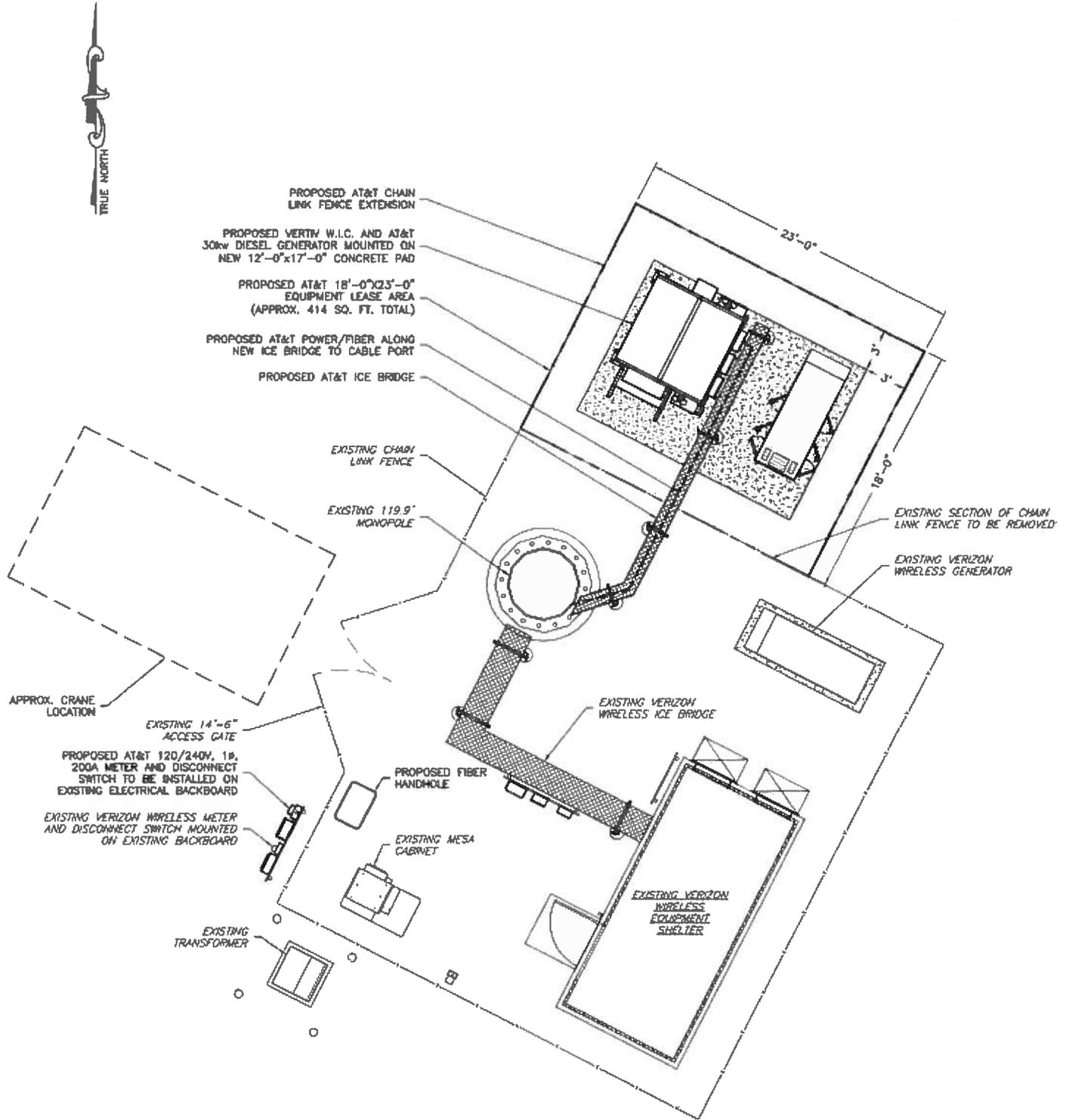
HENRY V. THPPE, JR.  
SUPERVISOR OF ASSESSMENT  
BLANDA W. ARMISTEAD, FIN. OFFICER (D)

PER 1/30/93

## **EXHIBIT B**

Subject to the terms and conditions of this Agreement, the location of the Premises is generally described and depicted as shown below or in the immediately following attachment(s).

18' x 23' Lease Area (Approx. 414 sq. ft.) with a 12' x 17' concrete pad.



**EXHIBIT C**

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

[FOLLOWS ON NEXT PAGE]

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

**THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (“Agreement”)**, dated as of the date below, between \_\_\_\_\_ having its principal office at \_\_\_\_\_, (hereinafter called “**Mortgagee**”), and Talbot County, Maryland, a political subdivision of the State of Maryland having its principal office at 11 N. Washington Street, Easton, MD 21601 (hereinafter called “**Landlord**”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, Third Floor, Atlanta, GA 30319 (“**Tenant**”).

**RECITALS:**

- A. Tenant has entered into a certain Site Lease Agreement dated \_\_\_\_\_, 2020, (the “**Lease**”) with Landlord, covering property more fully described in **Exhibit 1** attached hereto and made a part hereof (the “**Premises**”); and
- B. Landlord has given to Mortgagee a mortgage (the “**Mortgage**”) upon property having a street address of 29137 Newman Road, being identified as Tax Map 25, Parcel 104 in the Town of Easton, Talbot County, State of Maryland, more fully described in **Exhibit 2** attached hereto and made a part hereof (“**Property**”), a part of which Property contains the Premises; and
- C. The Mortgage on the Property is in the original principal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars, which Mortgage has been recorded in the appropriate public office in and for Talbot County, Maryland (“**Mortgage**”); and
- D. Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which the Premises forms a part (but not Tenant’s trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.

2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Tenant’s right to possession of the Premises and any of Tenant’s other rights under the Lease in the exercise of Mortgagee’s rights so long as Tenant is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Lease.

3. In the event that Mortgagee succeeds to the interest of Landlord or other landlord under the Lease and/or to title to the Premises, Mortgagee and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; accordingly, from and after such event, Mortgagee and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and

Landlord had before Mortgagee succeeded to the interest of Landlord; provided, however, that Mortgagee will not be:

- (a) personally liable for any act or omission of any prior landlord (including Landlord); or
- (b) bound by any rent or additional rent which Tenant might have paid for more than the payment period as set forth under the Lease (one month, year etc.) in advance to any prior landlord (including Landlord).

4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Tenant agrees not to seek to terminate the Lease by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Tenant (subject to paragraph 3 above) under all of the terms, covenants and conditions of the Lease.

5. Mortgagee understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Tenant on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Tenant now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or subtenants of Tenant which are permitted under the Lease. The term "Mortgagee", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

7. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

[Remainder of Page Intentionally Blank – Signature Page Follows]

**IN WITNESS WHEREOF**, the undersigned has caused this Agreement to be executed as of the last signature date below.

LANDLORD:

Talbot County, Maryland  
a political subdivision of the State of Maryland

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

TENANT:

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

MORTGAGEE:

\_\_\_\_\_  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]**

**ACKNOWLEDGEMENTS**

**LANDLORD ACKNOWLEDGMENT**

STATE OF MARYLAND

COUNTY OF \_\_\_\_\_

Personally appeared before me, a Notary Public, in and for said county and state, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the within named \_\_\_\_\_, known to me, or satisfactorily proven, to be the person whose name is subscribed to the within instrument and who acknowledges that he/she/they (strike one) executed the same for the purposes therein contained.

\_\_\_\_\_

NOTARY PUBLIC

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**TENANT ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_, who acknowledged himself/herself/themselves to be the \_\_\_\_\_ of \_\_\_\_\_, a corporation, and that he/she/they, as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself/themselves as \_\_\_\_\_.

In witness whereof I hereunto set my hand and official seal.

\_\_\_\_\_

NOTARY PUBLIC

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**MORTGAGEE**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_, who acknowledged himself/herself/themselves to be the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, and that he/she/they, as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself/themselves as \_\_\_\_\_.

In witness whereof I hereunto set my hand and official seal.

\_\_\_\_\_

NOTARY PUBLIC

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## **EXHIBIT 1**

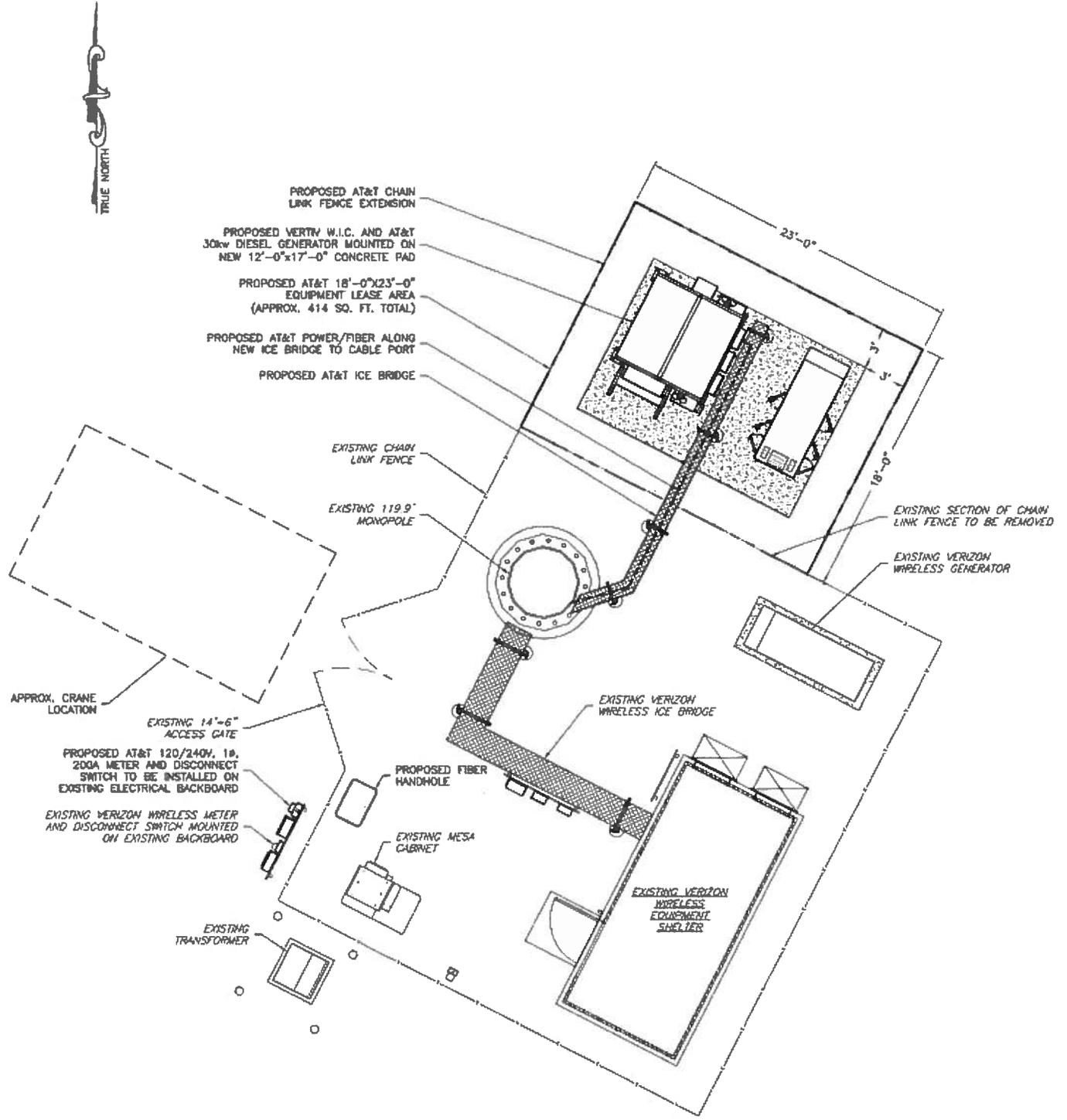
### **DESCRIPTION OF PREMISES**

The Lease area is approximately 414 square feet, more or less, located within the following described property:

that certain real property located at 29137 Newman Road, Easton, Maryland 21601, as shown on the Tax Map of Talbot County at Map 25, Grid 17, Parcel 104, and further described in the Deed recorded in Deed Book 743 at Page 685 as recorded in the Land Records of Talbot County.

Tax Parcel ID #: 01-046764.

The Premises is legally described as follows:  
 18' x 23' Lease Area (Approx. 414 sq. ft.) with a 12' x 17' concrete pad.



**EXHIBIT 2**  
**Legal Description**

**The Property is legally described as follows:**

See Exhibit 2-1 attached (metes and bounds description of Airport property as described in Liber 743, Folio 688-702 of the Land Records of Talbot County, Maryland).

**EXHIBIT 2-1**  
to Subordination, Non-Disturbance, and Attornment Agreement

EXHIBIT "A"  
TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANTOR  
AND TALBOT COUNTY, MARYLAND AS GRANTEE

PARCEL "A"

ALL that lot or parcel of land located in Talbot County, Maryland and more particularly described in a Certificate of Survey prepared by Brent K. Spicer, Surveyor, dated January, 1991, as follows:

NOTE: The bearings are computed from the angles which have been observed precisely and are referred to the established runway azimuth of the Easton Municipal Airport.

BEGINNING at a concrete monument or marker set on the westerly side line of Centreville Road at a point seven hundred fifty (750) feet southeastwardly, at right angles, from the center line of Runway 4-22 of the Easton Municipal Airport. Thence: (1) Parallel to and seven hundred fifty (750) feet southeastwardly, at right angles, from the center line of Runway 4-22, South thirty degrees, thirty-one minutes, forty seconds West, two thousand, eight hundred thirty-one and sixty-two one hundredths feet

( 1 ) S 30 31 40 W 2831.62 Ft.

Thence with "Airport Industrial Park Phase II" subdivision, the following four courses: (2) Parallel to and four hundred (400) feet northeastwardly, at right angles, from the center line of Runway 15-33, South forty-two degrees, twenty-three minutes, forty seconds East, ninety-seven and sixty-eight one hundredths feet

( 2 ) S 42 23 40 E 97.68 Ft.

to a concrete monument found; (3) at right angles to the center line of Runway 15-33, parallel to and fifty (50) feet southeastwardly, at right angles, from the end of said runway, South

LIBERO 743 FROM 88

TALBOT COUNTY CIRCUIT COURT, RECORDS AND CLERK'S OFFICE, EASTON, MARYLAND. P. 1998. MS. 1000. Date Available: 10/20/2003. Printed 02/13/2020.

EXHIBIT "A"  
TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANTOR  
AND TALBOT COUNTY, MARYLAND AS GRANTEE

forty-seven degrees, thirty-six minutes, twenty seconds West, one hundred fifty feet

( 3 ) S 47 36 20 W 150.00 ft.

to a concrete monument found; (4) parallel to and two hundred fifty (250) feet northeastwardly, at right angles, from the projected center line of Runway 15-33, South forty-two degrees, twenty-three minutes, forty seconds East, one hundred fifty feet

( 4 ) S 42 23 40 E 150.00 ft.

(5) with the northeasterly line of the Clear Zone for Runway 33, South forty-eight degrees, six minutes, eighteen seconds East, seven hundred sixty-three and seventy-one one hundredths feet

( 5 ) S 48 06 18 E 763.71 ft.

to the westerly side line of Centreville Road (50 feet wide) and a concrete monument found; Thence with the westerly side line of Centreville Road, the following five courses: (6) South eleven degrees, thirty-six minutes, two seconds West, twelve and eighty-two one hundredths feet

( 6 ) S 11 36 02 W 12.82 ft.

to an iron rod found; (7) South fourteen degrees, thirty-four minutes, one second West, one hundred forty-seven and sixty-six one hundredths feet

( 7 ) S 14 34 01 W 147.66 ft.

(8) South twenty-two degrees, forty-five minutes, forty-eight seconds West, one hundred three and thirty-six one hundredths feet

**LIBER 0743 FOLIO 689**



EXHIBIT "A"  
TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANTOR  
AND TALBOT COUNTY, MARYLAND AS GRANTEE

twenty-three minutes, forty seconds West, seven hundred seventy-nine  
and thirty-seven one hundredth feet

( 13 ) N 42 23 40 W 779.37 ft.

to a concrete monument set; Thence: (14) with the westerly line of  
the Airport Industrial Park, parallel to and seven hundred fifty  
(750) feet southeastwardly, at right angles, from the center line of  
Runway 4-22 and the projection thereof, South thirty degrees,  
thirty-one minutes, forty seconds West, three thousand, two hundred  
ninety-five and nine one hundredths feet

( 14 ) S 30 31 40 W 3295.09 ft.

to a concrete monument found on the northerly line of land belonging  
to Black and Decker Inc; Thence: (15) with the northerly line of  
Black and Decker, North fifty-nine degrees, thirty-one minutes,  
twenty-seven seconds West, one thousand, four hundred ninety-eight  
and one one hundredths feet

( 15 ) N 59 31 27 W 1498.01 ft.

to a marble monument found; Thence: (16) with the line of the  
herein described parcel of land, North thirty degrees, twenty-nine  
minutes, five seconds East, one thousand, six hundred one and  
ninety-four one hundredths feet

( 16 ) N 30 29 05 E 1601.94 ft.

to a marble monument found at a corner of "Mistletoe Hall"; Thence:  
(17) with the easterly boundary of "Mistletoe Hall", North thirty  
degrees, thirty minutes, fifty-two seconds East, one thousand, seven  
hundred forty-six and seventy-five one hundredths feet

( 17 ) N 30 30 52 E 1746.75 ft.

LIBERO 743 FOLIO 691



EXHIBIT "A"  
TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANTOR  
AND TALBOT COUNTY, MARYLAND AS GRANTEE

PAGE 6

( 22 ) N 7 21 52 E 1196.28 ft.

to another concrete monument set; (23) North two degrees, fifty-seven minutes, twenty-three seconds West, one hundred forty-nine and thirty-four one hundredths feet

( 23 ) N 2 57 23 W 149.34 ft.

to a P.K. Tack set in the pavement at the southeasterly corner of the intersection of Goldsborough Neck Road and Black Dog Alley, recently renamed Airport Road; Thence: (24) with the southerly side line of Airport Road (40 feet wide), North seventy-seven degrees, ten minutes, eleven seconds East, five thousand, forty-seven and seventy-nine one hundredths feet

( 24 ) N 77 10 11 E 5047.79 ft.

to a concrete monument set at the beginning of the approach to Centreville Road, said approach being shown upon State Highway Administration Plat No. 45540; Thence with said approach, the following three courses: (25) South twelve degrees, forty-one minutes, seventeen seconds East, ten feet

( 25 ) S 12 41 17 E 10.00 ft.

to a concrete monument set; (26) North eighty-one degrees, thirty minutes, twenty-two seconds East, three hundred and eighty-one one hundredths feet

( 26 ) N 81 30 22 E 300.81 ft.

to a concrete monument set; (27) South forty-two degrees, three minutes, forty-six seconds East, one hundred two and eighty-one one hundredths feet

LIBERO 743 FOLIO 693

EXHIBIT "A"  
 TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANTOR  
 AND TALBOT COUNTY, MARYLAND AS GRANTEE

( 27 ) S 42 03 46 E 102.81 ft.

to a concrete monument set; Thence with the westerly side line of Centreville Road, as shown upon State Highway Administration Plat Nos. 45540 and 45541, the following three courses: (28) parallel to and forty-five (45) feet westwardly, at right angles, from the center line, South no degrees, sixteen minutes, forty-five seconds West, one thousand, one hundred one and forty-two one hundredths feet

( 28 ) S 0 16 45 W 1101.42 ft.

to a concrete monument set; (29) South one degree, six minutes, sixteen seconds West, three hundred forty-seven and thirteen one hundredths feet

( 29 ) S 1 06 16 W 347.13 ft.

to a concrete monument set at a distance of fifty (50) feet, measured westwardly, at right angles, from the before mentioned center line; (30) South no degrees, fifty minutes, fifty seconds East, one hundred forty-three and fifty one hundredths feet

( 30 ) S 0 50 50 E 143.50 ft

to the place of beginning containing four hundred ninety-eight and two hundred seventy-four one thousandths (498.274) acres of land.

EXHIBIT "A"  
TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANTOR  
AND TALBOT COUNTY, MARYLAND AS GRANTEE

AND a portion of the above-described property is more particularly shown and designated as Parcel "A" on a plat (the "Plat") entitled: "TOWN OF EASTON, MARYLAND PLAT SHOWING EASTON MUNICIPAL AIRPORT", prepared by Brent K. Spicer, dated January, 1991 and recorded among the Plat Records of Talbot County, Maryland at Plat Cabinet 2, folio 4C; and a small triangular portion of the above described property is more particularly shown and designated on the Plat by the number "21".

BEING a portion of the same property conveyed to the Town of Easton and Talbot County, Maryland by the following sixteen (16) Deeds:

1. A Deed dated March 14, 1942 from Mary F. Clough, and recorded among the Land Records of Talbot County, Maryland at Liber 252, folio 254;
2. A Deed dated March 23, 1942 from Clarence Miller and Mary Miller, his wife, and Martha Jenkins and Charles Jenkins, and recorded among the Land Records of Talbot County, Maryland at Liber 252, folio 295;
3. A Deed dated March 24, 1942 from John Blackson and Katie Blackson, his wife, and recorded among the Land Records of Talbot County, Maryland at Liber 252, folio 296;
4. A Deed dated March 30, 1942 from Alexander Dyott and Ola N. Dyott, his wife, and The Farmers and Merchants Bank of Easton, Maryland, and recorded among the Land Records of Talbot County, Maryland at Liber 252, folio 299;
5. A Deed dated March 31, 1942 from Mary Johnson, and recorded among the Land Records of Talbot County, Maryland at Liber 252, folio 298;

LIBERO 743 FOLIO 695

EXHIBIT "A"  
TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANTOR  
AND TALBOT COUNTY, MARYLAND AS GRANTEE

6. A Deed dated April 8, 1942 from Mary Y. Gould, Individually and as Trustee of Charlotte G. Henry, and recorded among the Land Records of Talbot County, Maryland at Liber 252, folio 334;

7. A Deed dated April 9, 1942 from John W. D. Jump and Helen A. Jump, his wife, and recorded among the Land Records of Talbot County, Maryland at Liber 252, folio 337;

8. A Deed dated April 15, 1942 from Mildred S. Stafford and Earle W. Stafford, her husband, and Anna S. Kirk and Herbert P. Kirk, her husband, and recorded among the Land Records of Talbot County, Maryland at Liber 252, folio 377;

9. A Deed dated April 21, 1942 from Allen A. Ringler and Sadie G. Ringler, his wife, and recorded among the Land Records of Talbot County, Maryland at Liber 252, folio 376;

10. A Deed dated May 5, 1942 from Bertha Johnson and Herman Johnson, her husband, Fannie Robinson, Eva Pritchett and Martha Turpin, and recorded among the Land Records of Talbot County, Maryland at Liber 253, folio 145;

11. A Deed dated July 3, 1942 from Charles Colson and Julia Colson, his wife, and recorded among the Land Records of Talbot County, Maryland at Liber 253, folio 163;

12. A Deed dated July 22, 1943 from Alexander Dyott and Ola N. Dyott, his wife, and recorded among the Land Records of Talbot County, Maryland at Liber 255, folio 532;

13. A Deed dated July 22, 1943 from Allen A. Ringler and Sadie G. Ringler, his wife, and recorded among the Land Records of Talbot County, Maryland at Liber 255, folio 541;

EXHIBIT "A"  
TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANTOR  
AND TALBOT COUNTY, MARYLAND AS GRANTEE

14. A Deed dated December 5, 1966 from Jay H. Ringler and Marie K. Ringler, and recorded among the Land Records of Talbot County, Maryland at Liber 416, folio 208;

15. A Deed dated July 15, 1970 from J. Ferdinand Freeland and Minerva A. Greeland, his wife, and Minerva Arthur Wilson Freeland, and recorded among the Land Records of Talbot County, Maryland at Liber 444, folio 635; and

16. A Deed dated June 7, 1974 from J. Davidge Warfield and Henrietta Van Eck Warfield, and recorded among the Land Records of Talbot County, Maryland at Liber 484, folio 604.

AND FURTHER, BEING a portion of the same property conveyed to the Town of Easton by a deed dated June 7, 1974 from Davidge Warfield and Henrietta Van Eck Warfield, and recorded among the Land Records of Talbot County, Maryland at Liber 484, folio 604.

PARCEL "B"

ALL that lot or parcel of land located in Talbot County, Maryland and more particularly described in a Certificate of Survey prepared by Brent K. Spicer, Surveyor, dated January, 1991, as follows:

NOTE: The bearings are computed from the angles which have been observed precisely and are referred to the established runway azimuth of the Easton Municipal Airport

BEGINNING at a concrete monument or marker set on the westerly side line of Centreville Road at a point seven hundred fifty (750) feet, measured at right angles, southeastwardly from the center line of Runway 4-22 of the Easton Municipal Airport. Thence with the

LIBERO 743 FOLIO 697

EXHIBIT "A"  
 TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANTOR  
 AND TALBOT COUNTY, MARYLAND AS GRANTEE

westerly side line of Centreville Road, as shown upon State Highway Administration Plat No. 45541, the following three courses: (1) South no degrees, fifty minutes, fifty seconds East, one hundred ten and eighty-two one hundredths feet

( 1 ) S 0 50 50 E 110.82 ft.

to a concrete monument set forty-five (45) feet westwardly, at right angles to the center line, from the point of curve of said center line; (2) South six degrees, four minutes, twenty-four seconds West, one hundred ninety-one and twenty-five one hundredths feet

( 2 ) S 6 04 24 W 191.25 ft.

to a concrete monument set fifty (50) feet westwardly, measured radially, from the mid-point of the arc of the center line curve; (3) South ten degrees, eleven minutes, fifty-nine seconds West, one hundred ninety-one and eighty-two one hundredths feet

( 3 ) S 10 11 59 W 191.82 ft.

to a concrete monument set forty (40) feet westwardly, at right angles to the center line, from the point of tangent of the center line curve; Thence, continuing with Centreville Road (50 feet wide), the following five courses: (4) South nine degrees, forty-seven minutes, fifty-seven seconds West, one hundred twelve and twenty-three one hundredths feet

( 4 ) S 9 47 57 W 112.23 ft.

EXHIBIT "A"  
TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANTOR  
AND TALBOT COUNTY, MARYLAND AS GRANTEE

Page 12

to a concrete monument set; (5) South seventeen degrees, fifty-four minutes, thirty-eight seconds West, two hundred fifty-five and thirty-four one hundredths feet

( 5 ) S 17 54 38 W 255.34 ft.

to a concrete monument found; (6) South twenty-two degrees, forty minutes, three seconds West, one hundred fifty-two and forty-three one hundredths feet

( 6 ) S 22 40 03 W 152.43 ft.

to a concrete monument found; (7) South twenty-eight degrees, seventeen minutes, three seconds West, three hundred thirty-three and sixty-nine one hundredths feet

( 7 ) S 28 17 03 W 333.69 ft.

to a concrete monument found; (8) South twenty-two degrees, eleven minutes, forty-three seconds West, three hundred ninety and ninety-two one hundredths feet

( 8 ) S 22 11 43 W 390.92 ft.

to a concrete monument found; Thence: (9) with the northerly line of the Airport Industrial Park (Phase II), North fifty-nine degrees, thirty minutes, thirty-eight seconds West, three hundred eighty-nine and fifty-six one hundredths feet

( 9 ) N 59 30 38 W 389.56 ft.

to an iron rod found; Thence: (10) parallel to and seven hundred fifty (750) feet southeastwardly, at right angles, from the center

**LIBER 0743 FOLIO 699**

EXHIBIT "A"  
TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANTOR  
AND TALBOT COUNTY, MARYLAND AS GRANTEE

line of Runway 4-22, North thirty degrees, thirty-one minutes, forty seconds East, one thousand, six hundred seventy-four and twenty-one one hundredths feet

( 10 ) N 30 31 40 E 1674.21 ft.

to the place of beginning containing ten and twenty-three one thousandths (10.023) acres of land.

AND the above-described property is more particularly shown and designated as Parcel "B" on a plat entitled: "TOWN OF EASTON, MARYLAND PLAT SHOWING EASTON MUNICIPAL AIRPORT", prepared by Brent K.Spicer, dated January, 1991, and recorded among the Plat Records of Talbot County, Maryland at Plat Cabinet 2, folio 4C.

BEING a portion of the same property conveyed to the Town of Easton and Talbot County, Maryland from Mary F. Clough, by a Deed dated March 14, 1942 and recorded among the Land Records of Talbot County, Maryland at Liber 252, folio 254.

PARCEL "C"

ALL that lot or parcel of land located in Talbot County, Maryland and more particularly described in a Certificate of Survey prepared by Brent K. Spicer, Surveyor, dated January, 1991, as follows:

NOTE: The bearings are computed from the angles which have been observed precisely and are referred to the established runway azimuth of the Easton Municipal Airport

BEGINNING at a concrete monument or marker set on the northerly side line of Black Dog Alley, recently renamed Airport Road, said monument being five hundred (500) feet northeastwardly, at right

TALBOT COUNTY RECORDS (Land Records) MAS 743 p. 0700, MSA\_CE91\_680. Date available 10/20/2003. Printed 02/13/2020

EXHIBIT "A"  
TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANTOR  
AND TALBOT COUNTY, MARYLAND AS GRANTEE

angles, from the projected center line of Runway 15-33 of the Easton Municipal Airport; Thence: (1) with the northerly side line of Airport Road (40 feet wide), South seventy-seven degrees, ten minutes, eleven seconds West, one thousand, sixty-three and eighty-four one hundredths feet

( 1 ) S 77 10 11 W 1063.84 ft.

to a P.K. Tack set at the northeasterly corner of the intersection of Airport Road and Goldsborough Neck Road; Thence: (2) with the easterly side line of Goldsborough Neck Road, North five degrees, forty-five minutes, forty-six seconds West, eight hundred sixty-three and eighty-eight one hundredths feet

( 2 ) N 5 45 46 W 863.88 ft.

to a concrete monument found at the southwesterly corner of a parcel belonging to the Town of Easton and used for an electric sub-station; Thence: (3) with the southerly line of the sub-station lot and the projection thereof, North eighty-eight degrees, thirteen minutes, twenty-five seconds East, five hundred thirty-nine and ninety-nine one hundredths feet

( 3 ) N 88 13 25 E 539.99 ft.

to a concrete monument set; Thence: (4) parallel to and five hundred (500) feet northeastwardly, at right angles, from the projected center line of Runway 15-33, South forty-two degrees, twenty-three minutes, forty seconds East, eight hundred sixty-six and sixty-two one hundredths feet

( 4 ) S 42 23 40 E 866.62 ft.

to the place of beginning containing fourteen and five hundred forty-six one thousandths (14.546) acres of land.

**LIBERO 743 FOLIO 701**

EXHIBIT "A"  
TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANTOR  
AND TALBOT COUNTY, MARYLAND AS GRANTEE

AND the above-described property is more particularly shown and designated as Parcel "C" on a plat entitled: "TOWN OF EASTON, MARYLAND PLAT SHOWING EASTON MUNICIPAL AIRPORT", prepared by Brent K. Spicer, dated January, 1991, and recorded among the Plat Records of Talbot County, Maryland at Plat Cabinet 2, folio 4C.

BEING a portion of the same property conveyed to the Town of Easton and Talbot County, Maryland by the following three Deeds:

1. A Deed dated June 30, 1943 from Henry Kellum and Mamie Kellum, his wife, and recorded among the Land Records of Talbot County, Maryland at Liber 255, folio 411;
2. A Deed dated July 13, 1943 from Robert Vinson Tilghman and Martha Tilghman, his wife, and recorded among the Land Records of Talbot County, Maryland at Liber 255, folio 501; and
3. A Deed dated August 9, 1943 from William W. Robinson and Emma E. Robinson, his wife, and recorded among the Land Records of Talbot County, Maryland at Liber 256, folio 25.

TALBOT COUNTY RECORDS, LIBER 43, P. 0702, MSA, CES, 680. Date available 10/20/2003. Printed 02/13/2020

CERTIFICATION IS MADE THAT ALL TAXES  
DUE ON THE PROPERTY IMPROVED BY  
THIS DEED HAVE BEEN PAID.  
BLANDA W. ARMISTEAD, FIN. OFFICER (0)

DATE 1/31/93

THIS IS TO CERTIFY THAT THE PROPERTY DESCRIBED  
HEREIN HAS BEEN TRANSFERRED ON THE LAND RECORDS  
OF TALBOT COUNTY.

HENRY V. TRIPPE, JR.  
SUPERVISOR OF ASSESSMENTS  
BLANDA W. ARMISTEAD, FIN. OFFICER (0)

PER 1/31/93

**EXHIBIT D**

See attached Memorandum of Lease

**MEMORANDUM  
OF  
LEASE**

This Memorandum of Lease is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Talbot County, Maryland, a political subdivision of the State of Maryland, having a mailing address of 11 N. Washington St., Easton, MD 21601 (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, Third Floor, Atlanta, GA 30319 ("**Tenant**").

1. Landlord and Tenant entered into a certain Site Lease Agreement ("**Agreement**") on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Commencement Date, with five\_(5) successive, automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements (the "Premises") are described in **Exhibit 1** annexed hereto. The property where the Premises are located has an address of 29137 Newman Road, Easton, Maryland 21601, and is further described in **Exhibit 2** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Lease as of the day and year first above written.

**LANDLORD:**

Talbot County, Maryland,  
a political subdivision of the State of Maryland

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**TENANT:**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]**

**TENANT ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_, who acknowledged himself/herself/themselves to be the \_\_\_\_\_ of New Cingular Wireless PCS, LLC, a Delaware limited liability company, and that he/she/they, as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself/herself/themselves as \_\_\_\_\_.

In witness whereof I hereunto set my hand and official seal.

\_\_\_\_\_

NOTARY PUBLIC

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**LANDLORD ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Personally appeared before me, a Notary Public, in and for said county and state, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the within named \_\_\_\_\_, known to me, or satisfactorily proven, to be the person whose name is subscribed to the within instrument and who acknowledges that he/she/they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

\_\_\_\_\_

NOTARY PUBLIC

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT 1 TO MEMORANDUM OF LEASE**

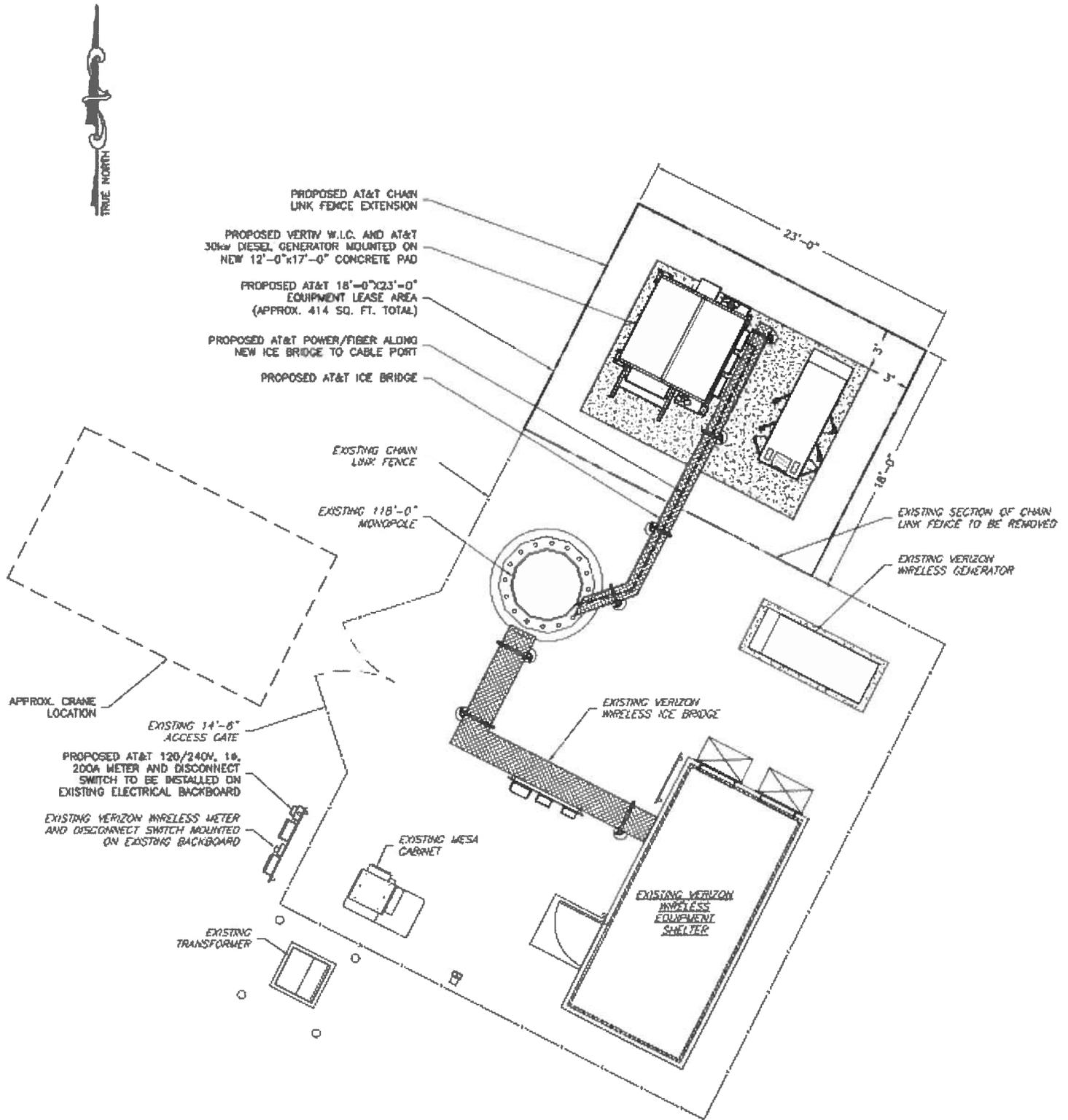
**DESCRIPTION OF PREMISES**

The Lease area is approximately 414 square feet, more or less, located within the following described property:

that certain real property located at 29137 Newman Road, Easton, Maryland 21601, as shown on the Tax Map of Talbot County at Map 25, Grid 17, Parcel 104, and further described in the Deed recorded in Deed Book 743 at Page 685 as recorded in the Land Records of Talbot County.

Tax Parcel ID #: 01-046764.

The Premises are described and/or depicted as follows:  
18' x 23' Lease Area (Approx. 414 sq. ft.) with a 12' x 17' concrete pad.



**EXHIBIT 2 TO  
MEMORANDUM OF LEASE**

**Legal Description**

**The Property is legally described as follows:**

See Exhibit 2-1 attached (metes and bounds description of Airport property as described in Liber 743, Folio 688-702 of the Land Records of Talbot County, Maryland).



EXHIBIT "A"  
TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANTOR  
AND TALBOT COUNTY, MARYLAND AS GRANTEE

forty-seven degrees, thirty-six minutes, twenty seconds West, one hundred fifty feet

( 3 ) S 47 36 20 W 150.00 ft.

to a concrete monument found; (4) parallel to and two hundred fifty (250) feet northeastwardly, at right angles, from the projected center line of Runway 15-33, South forty-two degrees, twenty-three minutes, forty seconds East, one hundred fifty feet

( 4 ) S 42 23 40 E 150.00 ft.

(5) with the northeasterly line of the Clear Zone for Runway 33, South forty-eight degrees, six minutes, eighteen seconds East, seven hundred sixty-three and seventy-one one hundredths feet

( 5 ) S 48 06 18 E 763.71 ft.

to the westerly side line of Centreville Road (50 feet wide) and a concrete monument found; Thence with the westerly side line of Centreville Road, the following five courses: (6) South eleven degrees, thirty-six minutes, two seconds West, twelve and eighty-two one hundredths feet

( 6 ) S 11 36 02 W 12.82 ft.

to an iron rod found; (7) South fourteen degrees, thirty-four minutes, one second West, one hundred forty-seven and sixty-six one hundredths feet

( 7 ) S 14 34 01 W 147.66 ft.

(8) South twenty-two degrees, forty-five minutes, forty-eight seconds West, one hundred three and thirty-six one hundredths feet

**LIBERO 743 FOLIO 689**



EXHIBIT "A"  
TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANOR  
AND TALBOT COUNTY, MARYLAND AS GRANTEE

Page 4

twenty-three minutes, forty seconds West, seven hundred seventy-nine  
and thirty-seven one hundredth feet

( 13 ) N 42 23 40 W 779.37 ft.

to a concrete monument set; Thence: (14) with the westerly line of  
the Airport Industrial Park, parallel to and seven hundred fifty  
(750) feet southeastwardly, at right angles, from the center line of  
Runway 4-22 and the projection thereof, South thirty degrees,  
thirty-one minutes, forty seconds West, three thousand, two hundred  
ninety-five and nine one hundredths feet

( 14 ) S 30 31 40 W 3295.09 ft.

to a concrete monument found on the northerly line of land belonging  
to Black and Decker Inc; Thence: (15) with the northerly line of  
Black and Decker, North fifty-nine degrees, thirty-one minutes,  
twenty-seven seconds West, one thousand, four hundred ninety-eight  
and one one hundredths feet

( 15 ) N 59 31 27 W 1498.01 ft.

to a marble monument found; Thence: (16) with the line of the  
herein described parcel of land, North thirty degrees, twenty-nine  
minutes, five seconds East, one thousand, six hundred one and  
ninety-four one hundredths feet

( 16 ) N 30 29 05 E 1601.94 ft.

to a marble monument found at a corner of "Mistletoe Hall"; Thence:  
(17) with the easterly boundary of "Mistletoe Hall", North thirty  
degrees, thirty minutes, fifty-two seconds East, one thousand, seven  
hundred forty-six and seventy-five one hundredths feet

( 17 ) N 30 30 52 E 1746.75 ft.

**LIBERO 743 FOLIO 691**

EXHIBIT "A"  
TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANTOR  
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to a marble monument found; Thence: (18) crossing "Mistletoe Hall", with the hereby established new boundary line of the Easton Municipal Airport, North thirty-nine degrees, forty minutes, twenty-one seconds West, eight hundred fifty-one and ninety-six one hundredths feet

( 18 ) N 39 40 21 W 851.96 ft.

to a concrete monument set at the intersection of the most northerly line of "Mistletoe Hall" with a line parallel to and seven hundred fifty (750) feet southwestwardly, at right angles, from the center line of Runway 15-33; Thence: (19) with the northerly line of "Mistletoe Hall", North seventy-five degrees, twenty-seven minutes, twenty-four seconds West, six hundred sixty-five and sixty-five one hundredths feet

( 19 ) N 75 27 24 W 665.65 ft.

to a concrete monument found; Thence: (20) North seventy-five degrees, nine minutes, two seconds West, one thousand, one hundred sixty-seven and forty-eight one hundredths feet

( 20 ) N 75 09 02 W 1167.48 ft.

to a concrete monument found on the easterly side line of Goldsborough Neck Road; Thence with the easterly side line of Goldsborough Neck Road, the following three courses: (21) North two degrees, forty-three minutes, two seconds East, four hundred eight and seventy-four one hundredths feet

( 21 ) N 2 43 02 E 408.74 ft.

to a concrete monument set; (22) North seven degrees, twenty-one minutes, fifty-two seconds East, one thousand, one hundred ninety-six and twenty-eight one hundredths feet

LIBER 0743 FOLIO 692

EXHIBIT "A"  
TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANTOR  
AND TALBOT COUNTY, MARYLAND AS GRANTEE

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( 22 ) N 7 21 52 E 1196.28 ft.

to another concrete monument set; (23) North two degrees, fifty-seven minutes, twenty-three seconds West, one hundred forty-nine and thirty-four one hundredths feet

( 23 ) N 2 57 23 W 149.34 ft.

to a P.K. Tack set in the pavement at the southeasterly corner of the intersection of Goldsborough Neck Road and Black Dog Alley, recently renamed Airport Road; Thence: (24) with the southerly side line of Airport Road (40 feet wide), North seventy-seven degrees, ten minutes, eleven seconds East, five thousand, forty-seven and seventy-nine one hundredths feet

( 24 ) N 77 10 11 E 5047.79 ft.

to a concrete monument set at the beginning of the approach to Centreville Road, said approach being shown upon State Highway Administration Plat No. 45540; Thence with said approach, the following three courses: (25) South twelve degrees, forty-one minutes, seventeen seconds East, ten feet

( 25 ) S 12 41 17 E 10.00 ft.

to a concrete monument set; (26) North eighty-one degrees, thirty minutes, twenty-two seconds East, three hundred and eighty-one one hundredths feet

( 26 ) N 81 30 22 E 300.81 ft.

to a concrete monument set; (27) South forty-two degrees, three minutes, forty-six seconds East, one hundred two and eighty-one one hundredths feet

LIBERO 743 FOLIO 693

EXHIBIT "A"  
TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANTOR  
AND TALBOT COUNTY, MARYLAND AS GRANTEE

( 27 ) S 42 03 46 E 102.81 ft.

to a concrete monument set; Thence with the westerly side line of Centreville Road, as shown upon State Highway Administration Plat Nos. 45540 and 45541, the following three courses: (28) parallel to and forty-five (45) feet westwardly, at right angles, from the center line, South no degrees, sixteen minutes, forty-five seconds West, one thousand, one hundred one and forty-two one hundredths feet

( 28 ) S 0 16 45 W 1101.42 ft.

to a concrete monument set; (29) South one degree, six minutes, sixteen seconds West, three hundred forty-seven and thirteen one hundredths feet

( 29 ) S 1 06 16 W 347.13 ft.

to a concrete monument set at a distance of fifty (50) feet, measured westwardly, at right angles, from the before mentioned center line; (30) South no degrees, fifty minutes, fifty seconds East, one hundred forty-three and fifty one hundredths feet

( 30 ) S 0 50 50 E 143.50 ft

to the place of beginning containing four hundred ninety-eight and two hundred seventy-four one thousandths (498.274) acres of land.

TALBOT COUNTY CLERK ROBERT LARO RECORDS/MAS 743 P. 0694 MSA\_CE97\_680 Date available 10/20/2003 Printed 02/13/2020

EXHIBIT "A"  
TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANTOR  
AND TALBOT COUNTY, MARYLAND AS GRANTEE

AND a portion of the above-described property is more particularly shown and designated as Parcel "A" on a plat (the "Plat") entitled: "TOWN OF EASTON, MARYLAND PLAT SHOWING EASTON MUNICIPAL AIRPORT", prepared by Brent K. Spicer, dated January, 1991 and recorded among the Plat Records of Talbot County, Maryland at Plat Cabinet 2, folio 4C; and a small triangular portion of the above described property is more particularly shown and designated on the Plat by the number "21".

BEING a portion of the same property conveyed to the Town of Easton and Talbot County, Maryland by the following sixteen (16) Deeds:

1. A Deed dated March 14, 1942 from Mary F. Clough, and recorded among the Land Records of Talbot County, Maryland at Liber 252, folio 254;
2. A Deed dated March 23, 1942 from Clarence Miller and Mary Miller, his wife, and Martha Jenkins and Charles Jenkins, and recorded among the Land Records of Talbot County, Maryland at Liber 252, folio 295;
3. A Deed dated March 24, 1942 from John Blackson and Katie Blackson, his wife, and recorded among the Land Records of Talbot County, Maryland at Liber 252, folio 296;
4. A Deed dated March 30, 1942 from Alexander Dyott and Ola N. Dyott, his wife, and The Farmers and Merchants Bank of Easton, Maryland, and recorded among the Land Records of Talbot County, Maryland at Liber 252, folio 299;
5. A Deed dated March 31, 1942 from Mary Johnson, and recorded among the Land Records of Talbot County, Maryland at Liber 252, folio 298;

EXHIBIT "A"  
TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANTOR  
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6. A Deed dated April 8, 1942 from Mary Y. Gould, Individually and as Trustee of Charlotte G. Henry, and recorded among the Land Records of Talbot County, Maryland at Liber 252, folio 334;

7. A Deed dated April 9, 1942 from John W. D. Jump and Helen A. Jump, his wife, and recorded among the Land Records of Talbot County, Maryland at Liber 252, folio 337;

8. A Deed dated April 15, 1942 from Mildred S. Stafford and Earle W. Stafford, her husband, and Anna S. Kirk and Herbert P. Kirk, her husband, and recorded among the Land Records of Talbot County, Maryland at Liber 252, folio 377;

9. A Deed dated April 21, 1942 from Allen A. Ringler and Sadie G. Ringler, his wife, and recorded among the Land Records of Talbot County, Maryland at Liber 252, folio 376;

10. A Deed dated May 5, 1942 from Bertha Johnson and Herman Johnson, her husband, Fannie Robinson, Eva Pritchett and Martha Turpin, and recorded among the Land Records of Talbot County, Maryland at Liber 253, folio 145;

11. A Deed dated July 3, 1942 from Charles Colson and Julia Colson, his wife, and recorded among the Land Records of Talbot County, Maryland at Liber 253, folio 163;

12. A Deed dated July 22, 1943 from Alexander Dyott and Ola N. Dyott, his wife, and recorded among the Land Records of Talbot County, Maryland at Liber 255, folio 532;

13. A Deed dated July 22, 1943 from Allen A. Ringler and Sadie G. Ringler, his wife, and recorded among the Land Records of Talbot County, Maryland at Liber 255, folio 541;

EXHIBIT "A"  
TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANTOR  
AND TALBOT COUNTY, MARYLAND AS GRANTEE

14. A Deed dated December 5, 1966 from Jay H. Ringler and Marie K. Ringler, and recorded among the Land Records of Talbot County, Maryland at Liber 416, folio 208;

15. A Deed dated July 15, 1970 from J. Ferdinand Freeland and Minerva A. Greeland, his wife, and Minerva Arthur Wilson Freeland, and recorded among the Land Records of Talbot County, Maryland at Liber 444, folio 635; and

16. A Deed dated June 7, 1974 from J. Davidge Warfield and Henrietta Van Eck Warfield, and recorded among the Land Records of Talbot County, Maryland at Liber 484, folio 604.

AND FURTHER, BEING a portion of the same property conveyed to the Town of Easton by a deed dated June 7, 1974 from Davidge Warfield and Henrietta Van Eck Warfield, and recorded among the Land Records of Talbot County, Maryland at Liber 484, folio 604.

PARCEL "B"

ALL that lot or parcel of land located in Talbot County, Maryland and more particularly described in a Certificate of Survey prepared by Brent K. Spicer, Surveyor, dated January, 1991, as follows:

NOTE: The bearings are computed from the angles which have been observed precisely and are referred to the established runway azimuth of the Easton Municipal Airport

BEGINNING at a concrete monument or marker set on the westerly side line of Centreville Road at a point seven hundred fifty (750) feet, measured at right angles, southeastwardly from the center line of Runway 4-22 of the Easton Municipal Airport. Thence with the

LIBERO 743 FOLIO 697

EXHIBIT "A"  
 TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANTOR  
 AND TALBOT COUNTY, MARYLAND AS GRANTEE

westerly side line of Centreville Road, as shown upon State Highway Administration Plat No. 45541, the following three courses: (1) South no degrees, fifty minutes, fifty seconds East, one hundred ten and eighty-two one hundredths feet

( 1 ) S 0 50 50 E 110.82 ft.

to a concrete monument set forty-five (45) feet westwardly, at right angles to the center line, from the point of curve of said center line; (2) South six degrees, four minutes, twenty-four seconds West, one hundred ninety-one and twenty-five one hundredths feet

( 2 ) S 6 04 24 W 191.25 ft.

to a concrete monument set fifty (50) feet westwardly, measured radially, from the mid-point of the arc of the center line curve; (3) South ten degrees, eleven minutes, fifty-nine seconds West, one hundred ninety-one and eighty-two one hundredths feet

( 3 ) S 10 11 59 W 191.82 ft.

to a concrete monument set forty (40) feet westwardly, at right angles to the center line, from the point of tangent of the center line curve; Thence, continuing with Centreville Road (50 feet wide), the following five courses: (4) South nine degrees, forty-seven minutes, fifty-seven seconds West, one hundred twelve and twenty-three one hundredths feet

( 4 ) S 9 47 57 W 112.23 ft.

to a concrete monument set; (5) South seventeen degrees, fifty-four minutes, thirty-eight seconds West, two hundred fifty-five and thirty-four one hundredths feet

( 5 ) S 17 54 38 W 255.34 ft.

to a concrete monument found; (6) South twenty-two degrees, forty minutes, three seconds West, one hundred fifty-two and forty-three one hundredths feet

( 6 ) S 22 40 03 W 152.43 ft.

to a concrete monument found; (7) South twenty-eight degrees, seventeen minutes, three seconds West, three hundred thirty-three and sixty-nine one hundredths feet

( 7 ) S 28 17 03 W 333.69 ft.

to a concrete monument found; (8) South twenty-two degrees, eleven minutes, forty-three seconds West, three hundred ninety and ninety-two one hundredths feet

( 8 ) S 22 11 43 W 390.92 ft.

to a concrete monument found; Thence: (9) with the northerly line of the Airport Industrial Park (Phase II), North fifty-nine degrees, thirty minutes, thirty-eight seconds West, three hundred eighty-nine and fifty-six one hundredths feet

( 9 ) N 59 30 38 W 389.56 ft.

to an iron rod found; Thence: (10) parallel to and seven hundred fifty (750) feet southeastwardly, at right angles, from the center

LIBERO 743 FOLIO 699

EXHIBIT "A"  
TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANTOR  
AND TALBOT COUNTY, MARYLAND AS GRANTEE

line of Runway 4-22, North thirty degrees, thirty-one minutes, forty seconds East, one thousand, six hundred seventy-four and twenty-one one hundredths feet

( 10 ) N 30 31 40 E 1674.21 ft.

to the place of beginning containing ten and twenty-three one thousandths (10.023) acres of land.

AND the above-described property is more particularly shown and designated as Parcel "B" on a plat entitled: "TOWN OF EASTON, MARYLAND PLAT SHOWING EASTON MUNICIPAL AIRPORT", prepared by Brent K. Spicer, dated January, 1991, and recorded among the Plat Records of Talbot County, Maryland at Plat Cabinet 2, folio 4C.

BEING a portion of the same property conveyed to the Town of Easton and Talbot County, Maryland from Mary F. Clough, by a Deed dated March 14, 1942 and recorded among the Land Records of Talbot County, Maryland at Liber 252, folio 254.

PARCEL "C"

ALL that lot or parcel of land located in Talbot County, Maryland and more particularly described in a Certificate of Survey prepared by Brent K. Spicer, Surveyor, dated January, 1991, as follows:

NOTE: The bearings are computed from the angles which have been observed precisely and are referred to the established runway azimuth of the Easton Municipal Airport

BEGINNING at a concrete monument or marker set on the northerly side line of Black Dog Alley, recently renamed Airport Road, said monument being five hundred (500) feet northeastwardly, at right

LIBER 0743 FOLIO 700

TALBOT COUNTY CLERK (Land Records) MSA/743 p. 0700, MSA\_CE91\_680 Date available 10/20/2003. Printed 02/13/2020

EXHIBIT "A"  
TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANTOR  
AND TALBOT COUNTY, MARYLAND AS GRANTEE

angles, from the projected center line of Runway 15-33 of the Easton Municipal Airport; Thence: (1) with the northerly side line of Airport Road (40 feet wide), South seventy-seven degrees, ten minutes, eleven seconds West, one thousand, sixty-three and eighty-four one hundredths feet

( 1 ) S 77 10 11 W 1063.84 ft.

to a P.K. Tack set at the northeasterly corner of the intersection of Airport Road and Goldsborough Neck Road; Thence: (2) with the easterly side line of Goldsborough Neck Road, North five degrees, forty-five minutes, forty-six seconds West, eight hundred sixty-three and eighty-eight one hundredths feet

( 2 ) N 5 45 46 W 863.88 ft.

to a concrete monument found at the southwesterly corner of a parcel belonging to the Town of Easton and used for an electric sub-station; Thence: (3) with the southerly line of the sub-station lot and the projection thereof, North eighty-eight degrees, thirteen minutes, twenty-five seconds East, five hundred thirty-nine and ninety-nine one hundredths feet

( 3 ) N 88 13 25 E 539.99 ft.

to a concrete monument set; Thence: (4) parallel to and five hundred (500) feet northeastwardly, at right angles, from the projected center line of Runway 15-33, South forty-two degrees, twenty-three minutes, forty seconds East, eight hundred sixty-six and sixty-two one hundredths feet

( 4 ) S 42 23 40 E 866.62 ft.

to the place of beginning containing fourteen and five hundred forty-six one thousandths (14.546) acres of land.

LIBERO 743 FOLIO 701

EXHIBIT "A"  
TO DEED BY AND BETWEEN THE TOWN OF EASTON AS GRANTOR  
AND TALBOT COUNTY, MARYLAND AS GRANTEE

AND the above-described property is more particularly shown and designated as Parcel "C" on a plat entitled: "TOWN OF EASTON, MARYLAND PLAT SHOWING EASTON MUNICIPAL AIRPORT", prepared by Brent K. Spicer, dated January, 1991, and recorded among the Plat Records of Talbot County, Maryland at Plat Cabinet 2, folio 4C.

BEING a portion of the same property conveyed to the Town of Easton and Talbot County, Maryland by the following three Deeds:

1. A Deed dated June 30, 1943 from Henry Kellum and Mamie Kellum, his wife, and recorded among the Land Records of Talbot County, Maryland at Liber 255, folio 411;
2. A Deed dated July 13, 1943 from Robert Vinson Tilghman and Martha Tilghman, his wife, and recorded among the Land Records of Talbot County, Maryland at Liber 255, folio 501; and
3. A Deed dated August 9, 1943 from William W. Robinson and Emma E. Robinson, his wife, and recorded among the Land Records of Talbot County, Maryland at Liber 256, folio 25.

TALBOT COUNTY, MARYLAND  
LIBRARY AND RECORDS DEPARTMENT  
743 P 0702 (MSA) 689  
Date available 10/20/2003 Printed 02/13/2020

CERTIFICATION IS MADE THAT ALL TAXES  
DUE ON THE PROPERTY INDICATED BY  
THIS DEED HAVE BEEN PAID.  
TALBOT COUNTY OFFICER OF RECORDS

BLANDA W. ARMISTEAD, FIN. OFFICER (01)

DATE 11/30/93 (01)

THIS IS TO CERTIFY THAT THE PROPERTY DESCRIBED  
HEREIN HAS BEEN TRANSFERRED ON THE LAND RECORDS  
OF TALBOT COUNTY.

HENRY V. TRIPPE, JR.  
SUPERVISOR OF ASSESSMENTS

PER BLANDA W. ARMISTEAD, FIN. OFFICER (01)

11/30/93 (01)

**PUBLIC HEARING**

Having been posted and Notice of time and place of hearing and Title of Resolution No. \_\_\_\_\_ having been published, a public hearing was held on \_\_\_\_\_ at \_\_\_\_\_ p.m. in the \_\_\_\_\_.

**BY THE COUNCIL**

ENACTED: \_\_\_\_\_

By Order \_\_\_\_\_  
Secretary

Pack -

Divilio -

Callahan -

Price -

Leshner -

**EFFECTIVE:** \_\_\_\_\_